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 U.S. DISTRICT COURT
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 LOUETTA C. WHYTE
 CLERK

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF LOUISIANA

U. S. EQUAL EMPLOYMENT
 OPPORTUNITY COMMISSION,
 Plaintiff,

v.

LAKESIDE IMPORTS, INC.
 d/b/a/ LAKESIDE TOYOTA,
 Defendant.

*
 * CIVIL ACTION
 * No. 99-2884
 *
 * DIV. "S"
 * JUDGE LEMMON
 *
 * MAG. NO. 1
 * MAG. SHUSHAN
 *

PROTECTIVE ORDER

Considering the foregoing Motion of Defendant for Protective Order;

IT IS HEREBY ORDERED THAT:

1. All confidential financial material relating to Lakeside Imports, Inc.'s sales records, sales data and profit and loss statements previously produced or exchanged or produced or exchanged in the future in the course of this litigation shall be used solely for the purpose of this litigation. This material does not include compensation amounts paid to Intervener or claimants in this civil action.

2. Confidential treatment may be claimed for the above-described documents, depositions, and other discovery materials, and any portions or summaries of such material (the

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entire class of matters described shall be hereafter referred to generically as “confidential material”). The parties agree that all above specified records shall be privileged and confidential and afforded the treatment described herein.

3. Except as provided in paragraph 4, documents and information designated above shall be disclosed only to counsel of record, their clerical personnel, paralegals, experts and investigators employed by them as well as parties to the litigation. Counsel shall ensure that any person to whom such documents and information will be disclosed will read this Protective Order prior to such disclosure.

4. The documents and information at issue may also be disclosed to any other person(s) whose assistance is required by counsel in conducting this litigation, upon ten (10) days written notice to counsel for Defendant. Such notice shall describe with particularity the documents or information to be disclosed and the name, title, and address of the persons(s) to whom the disclosure is desired. The parties must agree that it is permissible to allow such person to review the applicable documents and information before they are shown to said person. Prior to any such disclosure, the recipient of information covered by the Protective Order shall agree to comply with this Order.

Counsel shall attempt, in good faith, to resolve any disputes regarding the propriety and terms of disclosure on an informal basis. In the event disputes cannot be resolved, counsel for the party claiming confidentiality shall have the right to make a motion, on shortened time, for a Protective Order barring such disclosures.

5. Should counsel for any party desire to use the confidential documents at issue or information, or any portion or summary thereof, during the course of pretrial proceedings, counsel shall, prior to such use, make reference to the confidentiality thereof, and counsel for the party

claiming confidentiality may, at the time of such use, request that any portion of the transcript containing such reference to confidential information and any confidential documents as exhibits be filed under seal with this Court and be accorded confidential treatment as provided by the terms of this Protective Order. Counsel for the parties shall exercise all reasonable care not to needlessly disclose such confidential information in the public record of this proceeding.

6. Procedures for the protection of confidential matters for trial shall be arrived at separately by the parties in advance of trial.

7. In the event that documents and transcripts or portions of transcripts designated confidential are deposited with the Clerk of this Court, they shall be filed in an envelope bearing the following designation when deposited:

CONFIDENTIAL

IN ACCORDANCE WITH PROTECTIVE ORDERS OF THE COURT, THE CONTENTS OF THIS ENVELOPE SHALL BE TREATED AS CONFIDENTIAL AND MUST NOT BE SHOWN TO A PERSON OTHER THAN ATTORNEYS IN THIS CASE.

8. The inadvertent or unintentional disclosure of confidential documents by counsel or by other person(s) shall not be a basis for the imposition of sanctions under this Protective Order. Upon discovery of the inadvertent or unintentional disclosure of confidential documents(s) or information, counsel shall immediately notify counsel representing counsel for Defendant. Such

notice shall describe with particularity the document(s) or information disclosed and the name, title, and address of the person(s) to whom disclosure was made.

9. The inadvertent or unintentional disclosure by counsel for Defendant of confidential materials, regardless of whether the material was so designated at the time of disclosure, shall not be deemed a waiver, in whole or in part, of a party's claim of confidentiality, either as to the specific material disclosed or as to any other material relating thereto on the same or related subject matter.

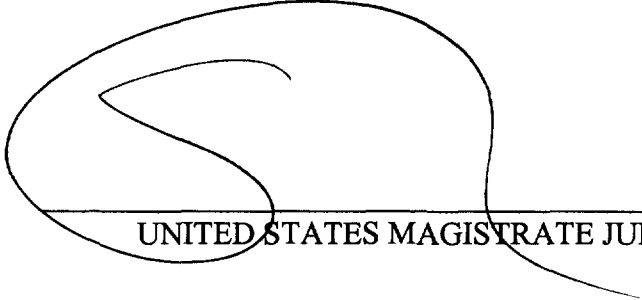
10. A party shall not be obligated to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation disagrees at any stage of these proceedings with the designation by the supplying party of any material as confidential, the parties shall initially attempt to resolve such dispute in good faith and on an informal basis. If the dispute cannot be resolved, the objecting party may seek appropriate relief from this Court. This Order shall be without prejudice to whether a party may bring before the Court, at any time, the question of whether any particular material is or is not in fact confidential material.

11. Nothing in this Order shall bar or otherwise restrict any attorney herein from rendering advice to his client with respect to this litigation, and, in the course thereof, relying in a general way upon his examination of confidential material produced or exchanged herein.

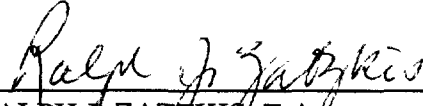
12. In the event this litigation is concluded by any means, including judgment, settlement and dismissal, the provisions of this Protective Order, will remain in effect in perpetuity. If requested

by counsel for Defendant, all confidential material during the course of litigation, produced, supplied or exchanged by it, shall be promptly returned at the requesting party's expense.

New Orleans, Louisiana this 22 day of May 2000.



UNITED STATES MAGISTRATE JUDGE



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